

489274 MORTGAGE
BOOK 579 PAGE 0677
RECORDED 10/05/2004 AT 02:00 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Intertribal Addictions Organization, Inc., a corporation, dba Thunder Child Treatment Center herein designated Mortgagor, of the City of Sheridan, County of Sheridan, State of Wyoming, to secure the payment of the principal sum of **fifty two thousand nine hundred fifty nine dollars and eighty one cents (\$52,959.81)**, with interest at 8% per annum, as evidenced by the Memorandum of Understanding of same date herewith to the order of William J. Eggers III, hereinafter designated Mortgagee, principal on the above agreement due in full by January 1, 2006, interest and principal payable in installments of \$4,500.00 each on the first day of each month, beginning on the first day of January, 2005, each installment to be first applied to the interest, and the balance to be applied to the principal, any balance of principal or interest remaining unpaid shall be paid in full in a balloon payment on January 1, 2006, hereby mortgages to said Mortgagee, the following described real estate, situated in Sheridan County, State of Wyoming, to wit:

That portion of lands owned by Intertribal Addictions Recovery Organization, Inc. as set forth in Exhibit 1 attached hereto and incorporated by reference herein, being specifically the portions of Sections 11 and 12, Township 57 North, Range 84 West, 6th P.M., Sheridan County, Wyoming,

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents issues, and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises.

The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that it is lawfully seized of said premises, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whatsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That it will pay the indebtedness as hereinbefore promised. Privilege is reserved to pay the debt in whole plus interest, or in any amount equal to one or more monthly payments on the principal that are next due on the note, and any interest paying date prior to maturity.

2. That the Mortgagor will pay the ground rents, taxes, assessments, water charges, if any, and other governmental or municipal charges, or other lawful charges, and will promptly deliver the official receipts of payment therefore to said Mortgagee. In default thereof Mortgagee may pay the same.

3. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit, or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at its expense.

4. That it will keep the improvements now existing or hereinafter erected on said premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of the form acceptable to the Mortgagee. In the event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss, if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such losses directly to the Mortgagee instead of the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at his option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to said premises in the extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That in the case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water charges, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee

may without notice or demand pay the same in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 3 above, and the Mortgagee may effect such repairs as he may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises, and be secured by the aforesaid note and by these presents and in default or making such payments, the whole amount hereby secured, if not then due, shall, if the Mortgagee so elects, become due and payable forthwith, anything therein contained to the contrary notwithstanding.

6. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor's Directors bind themselves personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

7. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, taxes, assessments, water charges, utility charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinabove or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as he may elect, or to foreclose this mortgage by advertisement and sale of the above described premises, at public venue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale to the payment of the costs and expenses of such foreclosure and sale and in payment of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings reasonable attorneys fees and costs. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, he shall not thereby be prejudiced in his right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in his foreclosure rights in case of further default or defaults.

8. That the covenants herein contained shall bind, and the benefits, and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand this _____ day of _____, 2004.

Intertribal Addictions Organization, Inc.
dba Thunder Child Treatment Center

By: Jaquelyn L. Stewart
Its Executive Director

STATE OF WYOMING)
) SS.

COUNTY OF SHERIDAN)

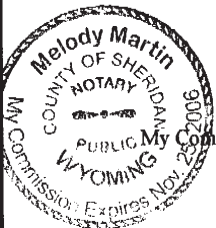
On this 5th day of October, 2004, before me personally appeared _____
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal, this 5th day of October, 2004

(SEAL)

Melody Martin

My Commission expires: 11-25-2006



EXHIBIT

"1"

PROPERTY DESCRIPTION OF
THUNDERCHILD TREATMENT CENTER
1000 Decker Road
Sheridan, WY 82801

Township 57 North, Range 84 West, 6th P.M., Sheridan County,
Wyoming.

SECTION 1: SE1/4SW1/4 and all of SW1/4SW1/4 except the following tract of land: Beginning at a point which is N. 12°08' East 556.3 feet from the Southwest corner of said Section 1; thence N. 49°26' E., 120.5 feet; thence N. 81°33' E., 340.6 feet; thence N. 45° E. 353.7 feet; then N. 43° 44' E. 376.8 feet; thence N. 82° 43' E. 347.6 feet, thence N. 60°36' E. , 185.9 feet, thence West 1278.0 feet, thence S. 12° 08' W. 793.9 feet to the point of beginning.

ALSO, that portion of SW1/4SE1/4 lying Southwesterly and Westerly of the Westerly line of Sheridan-Miles City Secondary Highway, designated as Wyo. S-265-(2).

ALSO, a tract of land situated in the N1/2SW1/4 of said Section 1, described as follows: Beginning at a point located N. 12°08' E., 1350.2 feet and East 1278.9 feet from the Southwest corner of said Section 1; thence N. 60°36'E. 214.9 feet, thence S. 89°24' E., 200 feet, thence South 75°24' E., 380 feet, and thence West 760 feet more or less to the point of beginning.

SECTION 2: A tract of land located in the SE1/4SE1/4 of Section 2, described as follows: Beginning at the Southeast corner of said section 2, thence West 1,038.7 feet to a point; thence North 69°53' East 317.9 feet to a point; thence North 67°53' East 698.6 feet to a point; thence North 49°26' East 276.3 feet to a point; thence South 12°28' West 556.3 feet to the point of beginning.

SECTION 11: NE1/4, N1/2SE1/4

SECTION 12: W1/2NW1/4, SE1/4NW1/4, and all that part of the NE1/4NW1/4, W1/2NE1/4 and NE1/4SW1/4 and NW1/4SE1/4 lying North and West of the following described line: Beginning at a point which is North 981 feet from the Southwest corner of said NE1/4SW1/4; said point being in the center of Tongue River, thence generally following the center of Tongue River the following courses and distances: S.85°14' E. 646 feet, N. 88°30' E., 1,004 feet N. 44°08' E., 840 feet, N. 30°23' W., 1,370 feet, N. 57°27' W., 823 feet, N. 27°07' E. 351 feet, N. 31°39' W., 496 feet to the North line of said NE1/4NW1/4 of said Section 12.

679 A portion of the above described lands also know as Lots 1 thru 58 of the Dambling River Ranch Subdivision as recorded in

680
inclusive of the Rambling River Ranch Subdivision as recorded in
Book 1 of Plats, Page 104.

TOGETHER with all Improvements situate thereon or thereunto
appertain or belonging.

SUBJECT to all prior reservations and restrictions of record.

INCLUDING, however, without warranty, Grantor's rights in sand
and gravel.